

## REMARKS

In response to the Office Action mailed July 8, 2009, Applicants hereby request reconsideration of the rejections based upon the remarks submitted herewith. Claims 16-27 were last presented for examination, of which all were rejected, with the following issues being raised:

1. Claims 16, 17, and 19-27 were rejected under 35 U.S.C. § 102(a) as anticipated by U.S. Patent No. 5,903,893 to Kleewein et al. ("Kleewein") in view of U.S. Patent No. 5,615,367 to Bennett et al. ("Bennett"); and

2. Claim 18 was rejected under 35 U.S.C. § 103(a) as being obvious over Kleewein in view of Bennett, and further in view of U.S. Patent No. 5,937,409 to Wetherbee.

### Obviousness Rejections

Claim 16 was rejected as obvious over Kleewein in view of Bennett. MPEP 2142 establishes that a *prima facie* case of obviousness requires that each and every element of the rejected claim is taught or disclosed in the cited references. Claim 1 recites "column exclusion means for excluding columns from other tables of the plurality of tables which store the same data to be retrieved by said table extraction means from columns to be extracted in subsequent processing". Neither Kleewein nor Bennett teach or disclose this limitation.

Kleewein discloses performing a merge-join procedure "to access data from a remotely stored table ... ." (Column 4, lines 32-33.) This merge-join procedure uses either an "IN" predicate or a "BETWEEN" predicate in an SQL statement issued to the remote table. (Column 4, lines 34-37.) The IN predicate retrieves data matching the query from the remote table, while the BETWEEN predicate retrieves data within a search range in a query. (Column 4, lines 37-49.) Even though both of these commands exclude the rest of the remote table, they are both *inclusionary* data retrieval commands. In other words, both predicates seek data matching the SQL query and only return data meeting the search criteria. In contrast, the column exclusion means of claim 16 does not return data matching the search criteria. Rather, the column exclusion

means searches the remote table for data matching the search criteria, and when matching data is identified, the entire column that includes the matched data is excluded from the extraction process. Thus, where Kleewein discloses retrieving the matched data and performing the merge-join, the column exclusion means excludes the entire column including the matched data before the join procedure.

For its part, Bennett does not teach or disclose any such column exclusion means. For this reason, the combination of Kleewein and Bennett does not establish a *prima facie* case of obviousness over claim 16.

Claim 18 was rejected as obvious over Kleewein in view of Bennett, and further in view of Wetherbee. Claim 18 depends from claim 16. As indicated above, neither Kleewein nor Bennett teach or disclose the column exclusion means of claim 16. Further, Wetherbee also does not teach or disclose the column exclusion means. As such, the combination of Kleewein, Bennett, and Wetherbee does not establish a *prima facie* case of obviousness over claim 18.

Claim 20 was also rejected as obvious over Kleewein in view of Bennett. Claim 20 recites "repeating processing that extracts a table and excludes columns that include identical data from a previous search". Here, the exclusion process excludes an entire column if that column includes data that matches a previous search. As indicated above, Kleewein excludes data, even entire columns, only when that data does not match the search criteria, and includes the data that does match the search criteria. Bennett does not include any teachings or disclosure of this limitation. For these reasons, the combination of Kleewein and Bennett does not establish a *prima facie* case of obviousness over claim 20.

Claim 23 was also rejected as obvious over Kleewein in view of Bennett. Claim 23 recites "excluding columns on other tables which store the same data contents as data contents of the columns on the extracted table from columns to be extracted in subsequent processing". As is discussed above, Kleewein excludes *non-matching* data, as opposed to excluding entire columns that include *matching* data, and Bennett does not include any such teachings or disclosure. For these reasons, the combination of Kleewein and Bennett does not establish a *prima facie* case of obviousness over claim 23.

Claim 25 was also rejected as obvious over Kleewein in view of Bennett. Claim 25 recites "means for excluding any duplicative columnar data in the plural distributed databases from the virtual table". As is discussed above, Kleewein discloses a means for excluding *non-matching* data, and does not teach or disclose a means which excludes entire columns that include *matching* data. Bennett does not teach or disclose any such exclusion means. For these reasons, the combination of Kleewein and Bennett does not establish a *prima facie* case of obviousness over claim 25.

Claim 27 was also rejected as obvious over Kleewein in view of Bennett. Claim 27 recites "excluding, from the created virtual table, columns of the third extracted table which duplicates data contents of either the first or the second extracted table". As is discussed above, Kleewein discloses excluding *non-matching* data, and including only matching data, from other tables. Bennett does not teach or disclose this type of exclusion procedure. In contrast, claim 27 excludes entire columns that include *matching* data, meaning that only columns containing non-matching data are included in the join procedure. For these reasons, the combination of Kleewein and Bennett does not establish a *prima facie* case of obviousness over claim 27.

All claims not specifically addressed above were also rejected as obvious over the combination of Kleewein and Bennett. Each of these claims ultimately depends from one of the independent claims addressed above. Where this combination does not establish a *prima facie* case of obviousness over the independent claims discussed above, it also does not establish a *prima facie* case of obviousness over any of the dependent claims.

## Conclusion

For the foregoing reasons, Applicants request reconsideration of the rejections.

A 2 month extension of time is hereby requested pursuant to 37 C.F.R. §1.136(a), for which the appropriate fee is submitted herewith. The undersigned believes no additional extensions or fees are due with this response. However, if an additional extension is needed or a fee is due, please consider this a request therefor

and charge Deposit Account No. 03-2775, under Order No. 21776-00033-US2, from which the undersigned is authorized to draw.

Dated: December 8, 2009

Respectfully submitted,

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